

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 6		3. EFFECTIVE DATE AUG 19 2002	4. REQUISITION/PURCHASE REQ. NO. 1-2-A5-D7167(S7)(1F) 1-2-A5-D7167(S8)(1F)
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		7. ADMINISTERED BY (If other than Item 6) Edgar Sanchez TEL: 256-544-0175 FAX: 256-544-3223	5. PROJECT NO. (If applicable)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Coastal International Security Inc. Attn: Ms. Jeanette I Hurt 1197 Spring Ave Suite B Surfside Beach, SC 29575		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. H-34723D 10B. DATED (SEE ITEM 13) August 6, 2001	
CODE OTL97	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:			
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
802/30111			
992-00-00-7100-A5-2-003-000-2590		\$6,199.00	
949-10-00-7100-A5-2-003-000-2590		\$320,000.00	
992-00-00-7100-A5-2-003-000-2590		\$36,000.00	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
X	D. OTHER (Specify type of modification and authority) FAR 43.103(b), "Limitation of Funds" and Clause No. 7, "OPTION TO EXTEND THE TERM OF THE CONTRACT"		
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)			
Total Fixed Price		Total Sum Allotted	
Previous \$ 3,282,198.43		\$3,276,000.00	
This Action \$ 3,356,262.56		\$ 362,199.00	
New Total \$ 6,638,460.99		\$3,638,199.00	
See Page 2 for description of modification.			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
CONTRACTOR/OFFEROR		Elaine W. Hamner/Contracting Officer	
15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		BY <i>Elaine W. Hamner</i>	
		(Signature of Contracting Officer)	
		16C. DATE SIGNED 8-19-02	

The purposes of this modification are to: 1) exercise Option No. 1 and 2) provide incremental funding. Therefore, the contract is modified in the following particulars:

A. Under Clause 1, make the following modification:

- Under paragraph (A), increase the total firm fixed price for this GSA order (Base period plus Option No. 1) from \$3,282,198.43 by \$3,356,262.56 to \$6,638,460.99.

B. Under Clause 2, make the following modifications:

- Under paragraph (a), increase the total sum allotted from \$3,276,000 by \$362,199 to \$3,638,199.00.
- Under paragraph (a), revise the remaining balance from \$6,198.43 to \$3,000,261.99 to account for the exercise of option period 1 and the provision of \$362,199 in funding. In addition, the schedule date for allotment of funds is revised from August 29, 2002 to October 8, 2002.
- Under paragraph (c), change the funded through date from August 29, 2002 to October 8, 2002.

C. Under Clause 3, make the following modification:

- Under paragraph (A), change the period of performance from August 31, 2002 to August 31, 2003.

D. Under Attachment 3, make the following modification:

- Under Attachment 3, add Wage Determination No. 1994-2007 (Revision No. 23), dated May 28, 2002 for Option 1. Should there be revisions or changes to this wage determination, an equitable adjustment may be made pursuant to FAR Clause 52.222-43.

E. The modifications made in A through D above are reflected in total on the change pages enclosed herein. In order to reflect the changes made, the pages listed below are hereby deleted from, or added to, Delivery Order: H-34723D. A vertical change bar is included in the right margin in the specific area of change.

Page(s) Deleted
5, 6 and 7

Page(s) Added
5, 6 and 7

Attachment 3 (Pages 11-20)

F. Except as provided herein, there are no other changes to Delivery Order H-34723D.

SUPPLIES OR SERVICES AND PRICES/COSTS

1. FIRM FIXED PRICE

A. The total firm-fixed price of this GSA order for the applicable period is as follows:

<u>ORDERING PERIOD</u>	<u>PERIOD COVERED</u>	<u>FIRM FIXED PRICE</u>
Base Period	08/06/02 - 08/31/02	\$3,282,198.43
Option No. 1	09/01/02 - 08/31/03	\$3,356,262.56
Total		\$ 6,638,460.99

B. If the Government exercises any of its options pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

<u>OPTION</u>	<u>PERIOD COVERED</u>	<u>FIRM FIXED PRICE</u>	<u>Status of Options</u>
Option No. 2	09/01/03 - 08/31/04	\$3,397,054.74	Not Exercised
Option No. 3	09/01/04 - 08/31/05	\$3,440,006.32	Not Exercised
Option No. 4	09/01/05 - 08/31/06	\$3,483,431.63	Not Exercised

2. LIMITATION OF FUNDS

(a) Of the total price of the services identified as FFP, the sum of \$ \$3,638,199.00 is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTTMENT OF FUNDS

<u>Date</u>	<u>Amounts</u>
October 8, 2002	\$3,000,261.99

***NOTE: THE IDIO PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL DELIVERY ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.**

(b) The Contractor agrees to perform or have performed work as specified in the PWS up to the point at which if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the termination for Government clause notwithstanding.

(c) 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 8, 2002.

2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amount payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

3. (i) The notice shall state the estimated date when the point referred to in subparagraph (c)(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (c)(1) above, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (c)(1) above, or an agreed date substituted for it, advise the Contracting Officer of the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

4. If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of subparagraphs (a) and (c) above shall apply to the additional funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional contract funds.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for the rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

3. PERIOD OF PERFORMANCE

A. The period of performance of this GSA order shall be September 1, 2002 through August 31, 2003.

B. In the event the Government elects to exercise its option(s) pursuant to the terms of this GSA order, the period of performance for each option shall be as set forth below:

Option No.	Period of <u>Performance</u>
1	September 1, 2002 - August 31, 2003
2	September 1, 2003 - August 31, 2004
3	September 1, 2004 - August 31, 2005
4	September 1, 2005 - August 31, 2006

(End of Clause)

***** MOU WD PROGRAM *****

WASHINGTON D.C. 20210

ORIGINAL SIGNED BY:

William W. Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2007

Revision No.: 23

Date Of Last Revision: 05/28/2002

States: Alabama, TennesseeArea: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence,
Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	8.76
Accounting Clerk II	10.55
Accounting Clerk III	13.41
Accounting Clerk IV	16.77
Court Reporter	13.58
Dispatcher, Motor Vehicle	14.03
Document Preparation Clerk	12.18
Duplicating Machine Operator	12.18
Film/Tape Librarian	10.72
General Clerk I	8.65
General Clerk II	9.73
General Clerk III	10.42
General Clerk IV	12.19
Housing Referral Assistant	16.22
Key Entry Operator I	9.37
Key Entry Operator II	11.16
Messenger (Courier)	7.39
Order Clerk I	10.22
Order Clerk II	13.88
Personnel Assistant (Employment) I	9.17
Personnel Assistant (Employment) II	12.09
Personnel Assistant (Employment) III	13.51
Personnel Assistant (Employment) IV	13.73
Production Control Clerk	16.25
Rental Clerk	10.72
Scheduler, Maintenance	11.51
Secretary I	11.51
Secretary II	13.58
Secretary III	16.22
Secretary IV	19.75
Secretary V	21.92
Service Order Dispatcher	11.89
Stenographer I	13.44
Stenographer II	15.24
Supply Technician	19.75
Survey Worker (Interviewer)	13.58
Switchboard Operator-Receptionist	8.57
Test Examiner	13.58
Test Proctor	13.58
Travel Clerk I	8.22

Travel Clerk II	8.71
Travel Clerk III	9.29
Word Processor I	11.10
Word Processor II	12.46
Word Processor III	13.93

Automatic Data Processing Occupations

Computer Data Librarian	9.81
Computer Operator I	12.14
Computer Operator II	13.55
Computer Operator III	17.17
Computer Operator IV	17.91
Computer Operator V	19.83
Computer Programmer I (1)	16.22
Computer Programmer II (1)	19.10
Computer Programmer III (1)	22.79
Computer Programmer IV (1)	27.57
Computer Systems Analyst I (1)	24.64
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.14

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	17.50
Automotive Glass Installer	15.94
Automotive Worker	15.94
Electrician, Automotive	16.73
Mobile Equipment Servicer	14.45
Motor Equipment Metal Mechanic	17.50
Motor Equipment Metal Worker	15.94
Motor Vehicle Mechanic	15.98
Motor Vehicle Mechanic Helper	12.52
Motor Vehicle Upholstery Worker	15.22
Motor Vehicle Wrecker	15.94
Painter, Automotive	15.28
Radiator Repair Specialist	15.94
Tire Repairer	12.75
Transmission Repair Specialist	17.50

Food Preparation and Service Occupations

Baker	9.96
Cook I	7.87
Cook II	8.85
Dishwasher	6.95
Food Service Worker	6.95
Meat Cutter	9.99
Waiter/Waitress	6.82

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	17.56
Furniture Handler	13.94
Furniture Refinisher	17.56
Furniture Refinisher Helper	14.41

Furniture Repairer, Minor	15.98
Upholsterer	17.56

General Services and Support Occupations

Cleaner, Vehicles	7.99
Elevator Operator	8.06
Gardener	10.22
House Keeping Aid I	7.13
House Keeping Aid II	8.62
Janitor	8.06
Laborer, Grounds Maintenance	8.44
Maid or Houseman	6.63
Pest Controller	9.09
Refuse Collector	8.44
Tractor Operator	10.19
Window Cleaner	8.24

Health Occupations

Dental Assistant	10.98
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.88
Licensed Practical Nurse I	11.17
Licensed Practical Nurse II	12.54
Licensed Practical Nurse III	14.04
Medical Assistant	9.81
Medical Laboratory Technician	12.53
Medical Record Clerk	11.28
Medical Record Technician	13.60
Nursing Assistant I	7.75
Nursing Assistant II	8.71
Nursing Assistant III	9.50
Nursing Assistant IV	10.66
Pharmacy Technician	12.24
Phlebotomist	11.28
Registered Nurse I	14.90
Registered Nurse II	18.23
Registered Nurse II, Specialist	18.23
Registered Nurse III	22.05
Registered Nurse III, Anesthetist	22.05
Registered Nurse IV	26.43

Information and Arts Occupations

Audiovisual Librarian	21.15
Exhibits Specialist I	17.77
Exhibits Specialist II	21.76
Exhibits Specialist III	26.45
Illustrator I	17.77
Illustrator II	21.76
Illustrator III	26.45
Librarian	19.27
Library Technician	14.28
Photographer I	13.01
Photographer II	15.02
Photographer III	17.99
Photographer IV	22.00
Photographer V	26.70

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	6.94
Counter Attendant	6.94
Dry Cleaner	7.29
Finisher, Flatwork, Machine	6.94
Presser, Hand	6.94
Presser, Machine, Drycleaning	6.94
Presser, Machine, Shirts	6.94
Presser, Machine, Wearing Apparel, Laundry	7.32
Sewing Machine Operator	7.64
Tailor	8.36
Washer, Machine	7.46

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)	18.68
Tool and Die Maker	22.78

Material Handling and Packing Occupations

Forklift Operator	14.82
Fuel Distribution System Operator	16.43
Material Coordinator	16.25
Material Expediter	16.25
Material Handling Laborer	9.58
Order Filler	10.87
Production Line Worker (Food Processing)	11.57
Shipping Packer	10.89
Shipping/Receiving Clerk	10.51
Stock Clerk (Shelf Stocker; Store Worker II)	12.11
Store Worker I	8.93
Tools and Parts Attendant	12.44
Warehouse Specialist	11.57

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	18.38
Aircraft Mechanic Helper	14.41
Aircraft Quality Control Inspector	20.21
Aircraft Servicer	15.98
Aircraft Worker	16.75
Appliance Mechanic	17.56
Bicycle Repairer	14.66
Cable Splicer	18.38
Carpenter, Maintenance	17.56
Carpet Layer	16.75
Electrician, Maintenance	20.61
Electronics Technician, Maintenance I	14.82
Electronics Technician, Maintenance II	25.55
Electronics Technician, Maintenance III	26.62
Fabric Worker	15.98
Fire Alarm System Mechanic	18.38
Fire Extinguisher Repairer	15.72
Fuel Distribution System Mechanic	18.38
General Maintenance Worker	16.43
Heating, Refrigeration and Air Conditioning Mechanic	18.38
Heavy Equipment Mechanic	18.38
Heavy Equipment Operator	17.87

Instrument Mechanic	18.38
Laborer	8.89
Locksmith	17.56
Machinery Maintenance Mechanic	20.72
Machinist, Maintenance	16.92
Maintenance Trades Helper	14.41
Millwright	18.38
Office Appliance Repairer	17.56
Painter, Aircraft	17.56
Painter, Maintenance	17.56
Pipefitter, Maintenance	18.38
Plumber, Maintenance	17.56
Pneudraulic Systems Mechanic	18.38
Rigger	18.38
Scale Mechanic	16.75
Sheet-Metal Worker, Maintenance	18.38
Small Engine Mechanic	16.75
Telecommunication Mechanic I	18.38
Telecommunication Mechanic II	20.21
Telephone Lineman	18.38
Welder, Combination, Maintenance	18.38
Well Driller	18.38
Woodcraft Worker	18.38
Woodworker	16.43

Miscellaneous Occupations

Animal Caretaker	7.19
Carnival Equipment Operator	7.70
Carnival Equipment Repairer	8.09
Carnival Worker	6.38
Cashier	6.50
Desk Clerk	6.90
Embalmer	18.01
Lifeguard	9.46
Mortician	17.26
Park Attendant (Aide)	10.21
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.87
Recreation Specialist	11.14
Recycling Worker	10.10
Sales Clerk	8.87
School Crossing Guard (Crosswalk Attendant)	7.12
Sport Official	8.87
Survey Party Chief (Chief of Party)	12.11
Surveying Aide	7.45
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.21
Swimming Pool Operator	9.72
Vending Machine Attendant	8.48
Vending Machine Repairer	9.72
Vending Machine Repairer Helper	8.48

Personal Needs Occupations

Child Care Attendant	6.95
Child Care Center Clerk	8.68
Chore Aid	6.82
Homemaker	11.01

Plant and System Operation Occupations

Boiler Tender	18.86
Sewage Plant Operator	17.56
Stationary Engineer	18.86
Ventilation Equipment Tender	14.41
Water Treatment Plant Operator	17.56

Protective Service Occupations

Alarm Monitor	11.60
Corrections Officer	12.80
Court Security Officer	10.88
Detention Officer	12.80
Firefighter	9.62
Guard I	8.73
Guard II	12.11
Police Officer	15.64

Stevedoring/Longshoremen Occupations

Blocker and Bracer	13.48
Hatch Tender	13.48
Line Handler	13.68
Stevedore I	11.66
Stevedore II	14.13

Technical Occupations

Air Traffic Control Specialist, Center (2)	28.33
Air Traffic Control Specialist, Station (2)	19.54
Air Traffic Control Specialist, Terminal (2)	21.51
Archeological Technician I	15.69
Archeological Technician II	17.56
Archeological Technician III	21.76
Cartographic Technician	22.32
Civil Engineering Technician	20.75
Computer Based Training (CBT) Specialist/ Instructor	24.00
Drafter I	13.99
Drafter II	15.69
Drafter III	17.77
Drafter IV	21.76
Engineering Technician I	12.79
Engineering Technician II	15.89
Engineering Technician III	19.09
Engineering Technician IV	26.34
Engineering Technician V	30.74
Engineering Technician VI	37.17
Environmental Technician	16.67
Flight Simulator/Instructor (Pilot)	26.49
Graphic Artist	19.39
Instructor	19.27
Laboratory Technician	14.09
Mathematical Technician	21.61
Paralegal/Legal Assistant I	13.59
Paralegal/Legal Assistant II	17.18
Paralegal/Legal Assistant III	20.96
Paralegal/Legal Assistant IV	25.37
Photooptics Technician	19.16

Technical Writer	23.07
Unexploded (UXO) Safety Escort	19.14
Unexploded (UXO) Sweep Personnel	19.14
Unexploded Ordnance (UXO) Technician I	19.14
Unexploded Ordnance (UXO) Technician II	23.15
Unexploded Ordnance (UXO) Technician III	27.74
Weather Observer, Combined Upper Air and Surface Programs (3)	16.72
Weather Observer, Senior (3)	17.08
Weather Observer, Upper Air (3)	16.72

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	12.67
Parking and Lot Attendant	8.18
Shuttle Bus Driver	11.97
Taxi Driver	9.91
Truckdriver, Heavy Truck	14.71
Truckdriver, Light Truck	11.97
Truckdriver, Medium Truck	13.56
Truckdriver, Tractor-Trailer	15.01

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

NOTE: These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238,

or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.